

# EXHIBIT A1

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

JOHN M. DEWEY, PATRICK )  
DEMARTINO, PATRICIA ROMEO, )  
RONALD B. MARANS and EDWARD O. )  
GRIFFIN, on Behalf of )  
Themselves and All Others Similarly Situated, )

Plaintiffs, )

v. )

VOLKSWAGEN AG, VOLKSWAGEN )  
BETEILIGUNGS GESELLSCHAFT MBH, )  
VOLKSWAGEN GROUP OF AMERICA, )  
INC. (f/k/a VOLKSWAGEN OF AMERICA, )  
INC.), AUDI AG, VOLKSWAGEN GROUP )  
OF AMERICA, INC. d/b/a AUDI OF )  
AMERICA, INC., AUDI OF AMERICA, )  
LLC and VOLKSWAGEN DE MEXICO, )  
S.A. DE C.V., )

Defendants. )

JACQUELINE DELGUERCIO, LYNDAL )  
GALLO, FRANCIS NOWICKI and )  
KENNETH BAYER, individually and on )  
behalf of All Others Similarly Situated, )

Plaintiffs, )

v. )

VOLKSWAGEN GROUP OF AMERICA, )  
INC., VOLKSWAGEN OF AMERICA, INC. )  
d/b/a AUDI OF AMERICA, INC., )  
VOLKSWAGEN AG, AUDI AG, )  
VOLKSWAGEN DE MEXICO, S.A. DE C.V. )  
and ABC ENTITIES 1-20, )

Defendants. )

**NOTICE OF PENDENCY,**  
**CONDITIONAL CERTIFICATION,**  
**PROPOSED SETTLEMENT OF**  
**CLASS ACTION AND FINAL**  
**HEARING**

Case Nos.:

07-CV-2249-FSH-PS  
07-CV-2361-FSH-PS  
(consolidated)

**TO ALL CURRENT AND FORMER OWNERS AND LESSEES OF : MODEL YEAR  
2001 – 2007 VOLKSWAGEN NEW BEETLES WITH VEHICLE IDENTIFICATION  
NUMBERS (VIN) BELOW 3VW---1C-7M514779, 2001-2005 JETTA SEDAN A4 (VIN  
WITH “9M” IN POSITION 7 AND 8 OF VIN), 2001-2005 JETTA WAGON A4 (VIN  
WITH “1J” IN POSITION 7 AND 8 OF VIN) AND 2001-2006 VOLKSWAGEN GOLF  
A4, VOLKSWAGEN GTI A4, (VIN WITH “1J” IN POSITION 7 AND 8 OF VIN)  
EQUIPPED WITH SUNROOF**

This Notice advises you of a proposed Class Action Settlement of the above-captioned actions, the conditional certification of the Class, the Hearing before the Court to determine

the fairness, adequacy and reasonableness of the proposed Settlement and the application of Class Counsel for fees, reimbursement of costs and expenses in the prosecution of these actions and reimbursement to the Representative Plaintiffs for their time, effort and services to the Class. This proposed Settlement is intended to resolve two consolidated lawsuits by providing certain cash reimbursements, modifications to certain vehicles, and maintenance recommendations related to complaints of water ingress into the passenger compartment of affected Settlement Class Vehicles.

**YOU SHOULD READ THE ENTIRE NOTICE CAREFULLY BECAUSE YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR NOT. YOUR RIGHTS AND OPTIONS ARE EXPLAINED IN THIS NOTICE.**

This package also includes a letter from Volkswagen Group of America, Inc., an insert for your Maintenance Booklet which describes the revised maintenance recommendations for your Settlement Class Vehicle, and a Service Action for the inspection, modification and cleaning of the sunroof drain system on your Settlement Class Vehicle. The revised maintenance recommendations, as well as the Service Action, will be effective whether or not the Settlement is approved by the Court and will apply to your vehicle whether or not you elect to participate or exclude yourself from the Settlement. Please contact your VW dealer to make an appointment to conduct the Service Action.

Please place the insert in your Maintenance Booklet so that you and anyone servicing your vehicle will be in a position to observe and follow it.

If you are not the current owner of the vehicle, please pass on this entire package to the current owner, if you know who this is.

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## BASIC INFORMATION

### **1. Why did you get this notice package?**

According to records maintained by or available to Volkswagen Group of America, Inc., ("Volkswagen America"), you or someone in your family may have purchased or leased a **model year 2001 (production starting 10/00) – 2007 Volkswagen New Beetle with VIN below 3VW---1C-7M514779, 2001-2005, Jetta Sedan A4 (VIN with "9M" in position 7 and 8 of VIN), 2001-2005 Jetta Wagon A4 (VIN with "1J" in position 7 and 8 of VIN) and/or 2001-2006 Volkswagen Golf A4, Volkswagen GTI A4, (VIN with "1J" in position 7 and 8 of VIN) Settlement Class Vehicle equipped with sunroof** distributed for sale in the United States by Volkswagen America. These vehicles have been included in the proposed Settlement Class of two consolidated class action lawsuits in the United States District Court for the District of New Jersey, (the "Court"). All matters pertaining to the settlement of this action have been referred to United States Magistrate Judge Patty Shwartz. Magistrate Judge Shwartz's decisions and orders with respect to this proposed Settlement will be those of the Court.

The Court has ordered this Notice to be sent to you because you are a member of the proposed Settlement Class, and you have a right to know about the proposed Settlement of a class action lawsuit and about all of your options. This Notice explains the lawsuit, the proposed Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

### **2. How can you get more information?**

You can contact the Settlement Administrator or visit the website listed below for answers to questions about the proposed Settlement, plus other information to help you determine whether you are a Class Member and whether you are eligible for a Reimbursement Payment. **Please do not contact the Court. Personnel there will not be able to answer your questions.**

<<contact information>>

**3. What are these lawsuits about?**

In the class action complaints filed in May 2007, the Plaintiffs allege, among other claims, breaches of express and implied warranty, and that the Settlement Class Vehicles were unduly susceptible to water ingress into the passenger compartment through sunroof drains and/or the fresh air plenum, that the Class Vehicles were damaged or were at risk of sustaining damages, and that the Defendants failed to provide appropriate maintenance instructions to prevent or mitigate the effects of the alleged defects and pay for damages sustained. The Defendants deny any defect, wrongdoing, or liability whatsoever, and deny that this litigation could properly be certified as a class action for trial.

**4. What is a class action?**

In a class action, one or more persons called Class Representatives are allowed to sue as plaintiffs on behalf of people who have similar claims (*i.e.*, "Class Members").

**5. Why is there a proposed Settlement?**

After extensive pre-trial litigation and discovery, both sides have agreed to a Settlement. By agreeing to a Settlement, both sides avoid the costs and risks of a trial, and members of the Settlement Class obtain the benefits provided in the Settlement. The Court has not decided in favor of either side and has not decided whether these lawsuits can or should be certified as a class action for trial. The Plaintiffs, acting as Class Representatives, and their attorneys believe that the Settlement is fair and adequate.

**6. Does this notice affect you?**

The proposed Settlement Class, which the Court has conditionally certified, includes persons who fit the following description:

**All persons who are now or have been at any time owners of record or lessees of model year 2001 (production starting 10/00) – 2007 Volkswagen New Beetle with VIN below 3VW---1C-7M514779, 2001-2005, Jetta Sedan A4 (VIN with "9M" in position 7 and 8 of VIN), 2001-2005 Jetta Wagon A4 (VIN with "1J" in position 7 and 8 of VIN) and 2001-2006 Volkswagen Golf, Volkswagen GTI A4, (VIN with "1J" in position 7 and 8 of VIN) Settlement Class Vehicles equipped with sunroof, distributed for sale or lease in the United States by Volkswagen America.**

If you fit within this description, this Notice applies to you.

The subclass of Settlement Class Vehicles described above is part of a broader proposed Settlement Class, which includes various present and former owners and lessees, other than officers, directors, or employees of any defendant, who purchased or leased, Volkswagen Golf, GTI, Jetta, Cabrio, New Beetle, Passat or Touareg, and Audi A4, Cabrio, A6, Allroad, or A8, vehicles (including "R" and "RS" versions of Audi vehicles), model years 1997 to 2009, imported and distributed for sale or lease in the United States by Volkswagen America. The relief available to each subclass varies based on the terms of the settlement.

If you have owned or leased any other Settlement Class Vehicle(s) within this broader definition, and you have not received a Notice regarding such Settlement Class Vehicle(s), and/or if you want to compare the relief provided to each subclass, please consult the settlement website, [www.XXXXXXXXXX.com](http://www.XXXXXXXXXX.com) or contact the Settlement Administrator <<telephone and email contact info>>, who will provide you with the appropriate Notice(s)



applicable to any such Settlement Class Vehicle(s) which you own or lease or have ever owned or leased, and/or as to which you want to review the relief provided.

#### **THE SETTLEMENT BENEFITS – WHAT YOU GET**

##### **7. What does the Settlement provide to you?**

Pursuant to the Settlement terms, Volkswagen America has agreed to conduct and complete the "Service Action," and to disseminate the "Revised Maintenance Program," and conduct the "Reimbursement Program." The details of the Service Action and these Programs, as they apply to the Settlement Class Vehicles described in this Notice, are as follows:

##### **Service Action**

- Authorized Volkswagen dealerships will modify the front sunroof drain valves and inspect the front sunroof drains and drain hoses for function, and clean or repair the front sunroof drains as necessary, free of charge.

##### **Revised Maintenance Program**

- Volkswagen America is enclosing with this mailing to Settlement Class Members a revised maintenance schedule for Settlement Class Vehicles covered by this Notice recommending inspection (and cleaning if necessary) of the sunroof drain systems every 40,000 miles (the "Revised Maintenance Schedule") as well as periodic checking and clearing of foreign matter or debris from the front sunroof drain area. Your copy of the Revised Maintenance Schedule, in the form of an insert to your Maintenance Booklet, is enclosed, with a letter from Volkswagen America explaining the Revised Maintenance Program.

##### **Reimbursement Program**

- If you have paid out of pocket expenses arising from the repair of the sunroof drain system and/or plenum drain system, cleaning, drying or replacement of carpeting, including padding, and/or repair or replacement of components of the sunroof drain system, because of water entering the passenger compartment through or due to the sunroof drain of a Settlement Class Vehicle (*i.e.*, paid for a "Reimbursable Repair"), you may make a claim for reimbursement. To be eligible for reimbursement, your claim and supporting documentation must be submitted on or before <<insert date - (75) days after the Notice Mailing Date>>. Any claims received after << insert date>>> will not be considered for reimbursement. This period will be extended by up to 15 days in the event the Notice was forwarded to you as a result of your change of address. Volkswagen America will not pay any claim for personal injury (including physical, psychological, or mental injury), for death, or for damage to property other than Settlement Class Vehicles, as part of this settlement, because claims of this type are not affected or released in any way by the proposed Settlement.
- Claims for reimbursement will be paid from a capped Reimbursement Fund of \$8,000,000.00 which the Defendants will establish. The Fund is to be deposited by the Defendants into an interest-bearing bank account before <<30 days after preliminary approval>>. The Reimbursement Fund and interest earned thereon constitute the Defendants'



sole and entire obligation and liability with respect to Reimbursement Payments. Any funds remaining in the Reimbursement Fund after all eligible claims have been paid remain in the Fund for 5 years or until the Fund is exhausted, whichever is sooner. During this period, Volkswagen America will draw on such funds in the amount of assistance offered after the date of settlement to Settlement Class members on a case-by-case basis through Volkswagen America's Customer Care procedures with respect to damage and repairs not covered by warranty caused by water entering the passenger compartment through or due to the sunroof drain system or plenum area of Settlement Class Vehicles. Any funds remaining in the Reimbursement Fund at the end of the five year period shall be donated, with the approval of the Court, to an educational, charitable, and/or research facility and dedicated to specific projects and programs benefitting automobile safety and/or environmental technology (e.g., alternative fuels, electric vehicle technology, including battery technology, renewable resource utilization, etc.),

### **Claim Documentation Required**

- To be eligible for reimbursement of a Reimbursable Repair, you must submit one or more contemporaneous writings, such as valid receipts, invoices, repair orders, or bills, which, either singly, or together and cumulatively, prove all of the following: (1) that a Reimbursable Repair was performed in response to a complaint or report of water entry into the passenger compartment of the Settlement Class Vehicles through or due to the sunroof drain system; (2) the cost to you of such Reimbursable Repair; and (3) payment by you for such Reimbursable Repair and the amount thereof. Such contemporaneous writings should also itemize the parts and labor costs of the Reimbursable Repair, unless contemporaneous writings itemizing such parts and labor costs are unavailable, following a good faith effort by you to produce such contemporaneous writings. In addition, you must sign a statement under penalty of perjury under Title 18, section 1623 of the United States Code, and any applicable state perjury statute, that a Reimbursable Repair was performed and paid for by you. A claim form containing this statement is enclosed with this Notice.

### **8. What does the Settlement provide to others?**

Pursuant to the settlement terms, the owners and lessees of the various subclasses of Settlement Class Vehicles may receive different levels of relief. In summary, all Settlement Class Members who currently own or lease Settlement Class Vehicles will receive revised maintenance schedules recommending inspection (and cleaning if necessary) of the plenum drain systems, and sunroof drain systems (where applicable) every 40,000 miles and additional reminders that these areas should be periodically checked for and kept clear of accumulations of foreign matter and debris; and certain Settlement Class Members will be eligible to request reimbursement of certain costs and damages sustained as a result of water ingress through the sunroof drain systems and/or plenum drain systems, from an \$8,000,000.00 Reimbursement Fund; and certain Settlement Class Members will be eligible to have their sunroof drain systems modified and inspected. In addition, during the course of the litigation Volkswagen America instituted Service Actions for the benefit of the owners and lessees of 2001-2005 Passats and 2002 Audi A4's and A6's, to address water ingress issues, due to investigations and analyses undertaken as a result of this litigation. A more

detailed statement of the relief available to each sub-class can be accessed at www.XXXXXXXX.com, or by contacting the Settlement Administrator: \_\_\_\_\_. Plaintiffs have valued the total monetary and non-monetary benefits to the Class in the amount of at least \$\_\_\_\_\_. *[Statement of defendants' position re valuation, to include statement that defendants do not dispute that the settlement provides substantial monetary and non-monetary benefits to all Settlement Class members.]*

In addition, Volkswagen America has agreed to pay Representative Plaintiffs Kenneth Bayer, John M. Dewey, Jacqueline Delguercio, Patrick DeMartino, Lynda Gallo, Edward O. Griffin, Ronald B. Marans, Francis Nowicki and Patricia Romeo an award of \$10,000 each as reimbursement for his or her time, effort and services to the Class.

**9. What claims will You release?**

In connection with the Settlement, unless you exclude yourself from the Class, you will release (*i.e.*, give up) all claims that were made or that you could have made in these lawsuits. This Settlement does not affect or release claims for personal injury (including physical, psychological, or mental injury), death, or damage to property other than Settlement Class Vehicles.

The entities released are the Defendants listed in the captions of these cases on the title page and their present or former officers, directors, employees, agents, heirs, executors, administrators, successors, reorganized successors, assigns, subsidiaries, affiliates, parents, divisions, predecessors, and authorized dealers.

**THE LAWYERS REPRESENTING YOU**

**10. Who is representing the Settlement Class?**

The law firms of Mazie Slater Katz & Freeman LLC and Schoengold & Sporn, P.C. represent you and other Class Members. These are the law firms that initiated the lawsuits in May 2007 and have prosecuted the actions and achieved the within Settlement. They believe the Settlement to be fair, reasonable and adequate and recommend the Settlement as in the best interests of the Class. These lawyers are called Class Counsel. You will not be charged for the services of these lawyers. These lawyers will be paid by Volkswagen America in an amount to be approved by the Court, without deducting or reducing any benefits available to the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

**11. How will the lawyers be paid?**

Class Counsel will ask the Court for up to \_\_\_\_\_ for attorneys' fees and up to approximately \_\_\_\_\_ for reimbursement of costs and expenses incurred in the prosecution and settlement of these actions. The Defendants do not dispute Class Counsel's entitlement to an appropriate fee and reimbursement for costs and expenses, but may oppose the amounts requested by Class Counsel. Both sides may appeal any decision by the Court as to attorneys' fees and costs. Volkswagen America will pay whatever attorneys' fees and costs and

expenses that the Court awards without reducing or limiting any of the benefits available to Settlement Class Members.

Any contested proceedings as to fees, costs, expenses and reimbursement to the named Plaintiffs will proceed separately from any proceedings seeking approval of the Settlement terms. In this manner, if the Court approves the Settlement terms other than fees, costs and compensation to the named plaintiffs, Volkswagen America will be obligated to provide all of the relief agreed to for Settlement Class Members, regardless of the progress or outcome of any such dispute.

### **YOUR OPTIONS**

You do not need to do anything to become a member of the Settlement Class; You may "Opt-Out" and exclude yourself from the settlement, as explained in Section 12 below.

#### **12. How Can you exclude yourself from the Settlement?**

**You have the right to "opt out" and exclude yourself from the proposed Settlement.** Any Class Member who intends to request exclusion from the Settlement Class must mail a request for exclusion to the Claims Administrator <<contact information>>\_\_\_\_\_. **This request must be postmarked no later than <30 days from mailing notice>.** Persons requesting exclusion must set forth their full name and current address and list the make, model year, and, if available, the vehicle identification number of their Settlement Class Vehicle(s). **If you do not exclude yourself from this Settlement, you will be bound by the settlement and any judgments or orders that are entered in these lawsuits, and all claims that were or could have been asserted on your behalf, based upon the facts alleged in the complaints in these cases, will be dismissed and released. You will also give up your right to object to the Settlement and ask the Court not to approve the Settlement.**

#### **13. How Can you object to the Settlement?**

If you do not agree with the Settlement or some part of it, you have the right to object. This includes Class Counsel's request for payment of attorneys' fees and costs. If you exclude yourself from the Settlement Class, you give up your right to object to the Settlement, the application for attorneys' fees and costs and expenses, and reimbursement to the Representative Plaintiffs for their time, effort and services to the Class.

#### **14. What does it mean to object?**

Objecting is advising the Court that you disagree with the proposed Settlement and/or the application for attorneys' fees and costs and expenses. The fact that you object will not affect your rights under the Settlement or your status as a member of the Settlement Class.

**15. How do you file an objection to the Settlement?**

To object, you (or your attorney) must serve an Objection upon all counsel of record and also file your Objection with the Court on or before **<30 days from mailing notice>**. Objectors must state in writing their full name, address, make, model year and vehicle identification number of their Settlement Class Vehicle, all objections and the reasons therefor, and include any and all supporting papers, including proof of membership in the Class and, if applicable, the objector's statement of intent to appear at the Fairness Hearing. If you do not timely file a written Objection and notice of your intent to appear at the Fairness Hearing, you will not be permitted to object at the Fairness Hearing to the Settlement or to any matters related to the Settlement or to the provisions of the Settlement Agreement, and you will be foreclosed from seeking review by appeal or otherwise. **To object, you must file your Objection with the United States District Court, \_\_\_\_\_ --. Mail your Objection to the five different addresses below, postmarked no later than \_\_\_\_\_, 2010. You must mail your Objection by this date. If you fail to do so, the Court will not consider your Objection.**

COURT	CLASS COUNSEL	DEFENSE COUNSEL	CLAIMS ADMINISTRATOR
Clerk			Volkswagen/Audi Water Ingress Administrator <Street> <City>, <State> <Zip>

**ALL PAPERS SUBMITTED MUST INCLUDE THE CASE NUMBER: 07-CV-2249-FSH-PS**

**16. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing on \_\_\_\_\_, 2010, at \_\_\_\_\_.m., at the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, New Jersey, in Courtroom \_\_\_\_\_. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, including the relief to the Settlement Class, Class Counsel's application for attorney's fees and reimbursement of costs and expenses and reimbursement to the Representative Plaintiffs for their time, effort and services to the Class. If there are Objections, the Court will consider them. The Court will also decide what amount of Class Counsel's fees and expenses will be paid.

**17. Do you have to go to the Fairness Hearing?**

No. If you send an Objection, you do not have to go to Court to discuss it. As long as your Objection is postmarked by \_\_\_\_\_, 2010, the Court will consider it. If you do not object to the Settlement, you do not need to appear at the Fairness Hearing. You do have the right to attend. You also may have your own lawyer attend.



**18. May you speak at the hearing?**

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you (or your attorney) must send a letter saying that it is your "Notice of Intention to Appear." Be sure to include your name, address and telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than **<30 days from mailing notice>**, and sent to the Clerk of the Court, Class Counsel, Defendants' Counsel and the Claims Administrator at the five addresses indicated in Item 15.

**GETTING MORE INFORMATION**

**19. Are there more details about the Settlement?**

This Notice summarizes the proposed Settlement. More details are in the Notices to the other subclasses. You can get a copy of the other Notices and/or the Settlement Agreement by accessing the settlement website at [www.XXXXXXX.com](http://www.XXXXXXX.com), or by request to the Settlement Administrator. **Remember, please do not contact the Court.** Personnel there cannot give you additional information.

DATE: \_\_\_\_\_, 2010.

**Water Ingress Settlement  
Reimbursement Claim Form**

**UNITED STATES DISTRICT COURT, DISTRICT OF NEW JERSEY**

**John Dewey, Jacqueline Delguercio, et al. v. Volkswagen of America, Inc. et al.**

Case Nos. 07-CV-2249-FSH-PS and 07-CV-2361-FSH-PS (consolidated)

**YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM AND REQUIRED  
DOCUMENTATION POSTMARKED ON OR BEFORE \_\_\_\_\_, 2010, ADDRESSED  
AS FOLLOWS:\***

**Claims Administrator**  
**<street>**  
**<city> <state> <zip code>**

Comments or questions should be directed to the Claims Administrator

**<(800) xxx-xxxx>**

or

**email@xxx.com**      **VIN NO.** <<to be printed from mailing list or notice request for claim eligible vehicles>>

**OWNER/LESSEE**

**<First Name> <Last Name>**

**<Street Address> <City> <Zip Code>**

**Evening Phone: (□□□) □□□ - □□□□**

**Daytime Phone: (□□□) □□□ - □□□□**

If the above information is incorrect, please correct the information below:

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**VIN No.:** \_\_\_\_\_

**Evening Phone: (□□□) □□□ - □□□□**

**Daytime Phone: (□□□) □□□ - □□□□**

**\*In the event you changed your address and the Notice was forwarded to you, you will have an additional  
15 days to submit your claim.**

**If you have questions, contact the  
Claims Administrator (800) XXX-XXXX**

**THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS FORM:**

1. Copies of receipts, invoices and/or repair orders are acceptable. PLEASE NOTE: DOCUMENTS WILL NOT BE RETURNED. DO NOT STAPLE DOCUMENTS.
2. The documentation you submit must show all of the following:
  - The name and address of the claimant.
  - The make, model year, and Vehicle Identification Number (VIN), if available, of the vehicle that was repaired.
  - Nature of repair (including parts and labor charges – if available) (i.e. repair orders, bills, receipts, invoices, etc.), when, and who performed it.
  - That the repair was caused by water entering the vehicle through the sunroof or plenum area.
3. Copy of proof of payment (i.e. cancelled check, bank statement, invoice or receipt marked “paid,” etc.) for the repair or expense in question and date of payment. Requests for reimbursement may include parts, labor, fees and taxes.

In addition:

- ▶ Your claim will be acted upon within 60 days of receipt.
- ▶ If your claim is approved, you will receive a check from the Claims Administrator if the Class Settlement is finally approved. There may be a delay to allow the Settlement to become final. Notification of approval of your claim will include the best available information as to the earliest date on which payment may be expected. Further information will be posted at <<website>>.
- ▶ If your claim is incomplete, the Claims Administrator will contact you and identify the documentation that is needed to support your claim, and you will be offered the opportunity to resubmit additional documentation.
- ▶ If your claim is denied in whole or in part, you will be contacted by the Claims Administrator concerning the reason(s) for the denial.

My signature to this document attests, under penalty of perjury as provided in United States Code Title 18, section 1623, and any applicable state perjury statute, the information provided is true, accurate and correct, that all statements made in support of my request for reimbursement are true and the accompanying documents are actual copies reflecting the actual expense(s) incurred relate to ingress of water into my Settlement Class Vehicle through the plenum or sunroof drains as provided in the Notice of Pendency, Conditional Certification and Proposed Settlement of Class Action relating to such claims.

Customer's Signature X \_\_\_\_\_

**If you have questions, contact the  
Claims Administrator (800) XXX-XXXX**